

1. INTRODUCTION

Alexander County is soliciting proposals from contractors to perform the removal of stream debris for the Alexander County Emergency Watershed Protection (EWP) Project # 37-05-20-5041-001/002/003

2. PROJECT OVERVIEW

This project consists of three emergency watershed protection project sites throughout Alexander County, and include:

- 37-05-20-5041-001: Houser Farms (Debris Removal) – Wallace Creek – 1,000 feet
- 37-05-20-5041-002: Jimmy Lambert (Debris Removal) – South Yadkin River – 2,700 feet
- 37-05-20-5041-003: Lackey Property (Debris Removal) – Lower Little River 1,600 feet

The work to be performed is specific for each site and includes stream debris removal from the stream corridor and hauling and disposal of debris. Additionally, the Dwarf Flowered Heatleaf, an endangered species has been found at the Jimmy Lambert site. The contractor must agree to implement avoidance and minimization measures and conservation measures identified for threatened and endangered species through consultation under Section 7 of the Endangered Species Act.

3. SCOPE OF WORK

Alexander County has established the following objectives for this project. Any changes to the specifications or Scope of Work will be made in the form of an Addendum to this Request for Proposals and will be supplied to all prospective contractors. Alexander County may negotiate and refine the final Scope of Work with the selected contractor. Alexander County reserves the right to negotiate additional services with the selected contractor at any time after the initial contract award.

- The contractor is required to submit a project schedule showing the sequence of all work to be performed.
- The contractor shall provide an itemized bid proposal. Each project site shall have an individual cost, along with a total project cost.
- The contractor shall use the property owners chosen right-of-way for ingress/egress to project locations.
- The contractor will submit written weekly progress reports by project number to the representative for Alexander County, with each report due before 9:00 am ET each Tuesday, continuing until the project is complete and the final project report is approved. The weekly progress report is required even if no activity has occurred for the week.
- The contractor will complete stream debris removal activities including cutting and removing downed trees, broken tops and woody debris that impede or potentially impede water flow in the streams and tributaries.
- The contractor shall ensure that all work is completed in accordance with the following documents:
 - USACE Woody Debris Removal Guidelines
 - The USACE Nationwide Permit 3

- The USACE Nationwide Permit 13

The "Incremental Effects of Large Woody Debris Removal on Physical Aquatic Habitat" guidelines can be accessed at

<https://files.nc.gov/ncdeq/Water%20Resources/files/grants/Minimum%20Criteria%20-%20Incremental%20Effects%20of%20LWD%20Removal%201992.pdf>.

The USACE Nationwide Permit 3 can be accessed at

https://www.saw.usace.army.mil/Portals/59/docs/regulatory/regdocs/NWP2012/NWP3_3-23.pdf.

The USACE Nationwide Permit 13 can be accessed at

https://www.saw.usace.army.mil/Portals/59/docs/regulatory/regdocs/NWP2012/NWP13_3-23.pdf.

- The contractor shall commence work within thirty (30) days of the effective date of the contract and shall complete all project work within the timeframe of one hundred (100) days from the effective date of the contract.
- Alexander County and USDA NRCS staff will conduct regular site visits to ensure the quality of work performed. Alexander County and USDA NRCS will not release payment to the contractor until the completed work has been approved by Alexander County and USDA NRCS staff.
- The contractor shall provide a copy of all weigh tickets from the Alexander County Landfill to Alexander County.
- A final comprehensive project report shall be provided to the USDA NRCS representative and Alexander County's project coordinator following the completion of all work. The final comprehensive project report shall include a narrative summary of the work completed and a summary of expenditures for the total project. The final report shall be submitted within thirty (30) days of project completion. The USDA NRCS representative will authorize project completion and ensure quality guidelines are met.
- Complete all required work as outlined in USDA Damage Survey Report (DSR) documentation. (see Attachment A)

4. PROPOSAL DEADLINE AND SUBMISSION REQUIREMENTS

4.1 All proposals must be received by Alexander County (John Wear, WPCOG) by October 28, 2021 at 4:00 pm ET.

4.2 All proposals must include the following:

- The proposal title and due date and time.
- A cover letter/letter of intent on contractor's letterhead, signed by an authorized representative of the contractor, expressly agreeing to Alexander County's terms and conditions contained in this Request for Proposal and its attachments.

- The contractor's name or company name, address and telephone number.
- The name, address and telephone number of company representatives with the authority to answer questions or provide clarification regarding the proposal's contents.
- A detailed company description and history, including the areas of expertise related to the project.
- The names of any and all subcontractors expected to perform services in connection with the project and their qualifications. Include the estimated percentage of work that each subcontractor is expected to perform. Alexander County reserves the right to accept or reject any proposed subcontractor.
- A detailed Form of Proposal in substantially the form attached hereto and incorporated herein by reference.
- A full description of services and processes that will be implemented and ongoing to complete the project in the most efficient, timely and comprehensive manner. The description should include a detailed implementation plan and project schedule outlining the primary tasks, estimated hours, responsibility, major deliverables and timing, including an estimated start date. Additional project deliverables are set forth below.
- A reference list of at least three (3) current projects or projects completed within the past twenty-four (24) months for projects of similar size and scope, including the name and telephone number of a contract person for each reference listed.
- Certificate of Insurance as evidence that contractor meets the County's Minimum Insurance Requirements attached hereto.

Contractors shall provide documentation sufficient to clearly demonstrate that their firm meets or exceeds the requirements set forth in this RFP. Failure to provide such documentation may result in the proposal being deemed non-responsive.

In addition to the foregoing, Alexander County reserves the right to request financial information for any contractor, in order to support the viability of the contractor.

Those interested should submit one (1) copy of the proposal. Proposals may be mailed, hand delivered or emailed to the following:

Mail:

Western Piedmont Council of Governments
Attn: John Wear
PO Box 9026
Hickory, NC 28603

Hand Delivery:

Western Piedmont Council of Governments
Attn: John Wear
1880 2nd Ave NW
Hickory, NC 28601
Email: john.wear@wpcog.org

Proposals must be received no later than October 28, 2021 at 4:00 pm ET. Alexander County will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.

5. EXPENSES

Alexander County will not be responsible for any costs or expenses incurred by the contractor in submitting a proposal or for any other activities associated with this procurement. Further, Alexander County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.

6. RIGHT TO SUBMITTED PROPOSALS AND SUPPORTING DOCUMENTS

All written correspondence, proposals and supporting documents received by Alexander County in connection with this Request for Proposal will become the property of Alexander County. Alexander County reserves the right to use any ideas in a proposal or supporting documents regardless of whether the proposal is selected.

7. QUESTIONS/ADDENDA

Questions or requests for further information regarding this Request for Proposal shall be submitted in writing to the attention of John Wear, Western Piedmont Council of Governments, P.O. Box 9026, Hickory, NC 28603, or by email to john.wear@wpcog.org no later than October 28, 2021. A copy of all questions, further clarifications and answers will be made in the form of an Addendum to this Request for Proposal and will be provided to all contractors.

Site visits may be requested but must be completed before October 22, 2021.

Contractors are expressly prohibited from contacting any Alexander County official or employee regarding this Request for Proposal, except in the manner noted in this section.

A violation of this provision is grounds for the immediate disqualification of the contractor.

8. FORM OF AGREEMENT

In addition to the terms and conditions contained in this Request for Proposal, by submitting a proposal, contractor, if selected, agrees to enter into and be bound by the provisions of a Services Agreement in substantially the form attached hereto and incorporated herein by reference. To the extent that any of the terms of this Request for Proposal and the terms of the Services Agreement conflict, the terms of the Services Agreement shall prevail. No work shall commence until an agreement has been fully executed by the parties. Unless otherwise approved by Alexander County, the contractor must begin performing services within thirty (30) days after an agreement is signed and completed within one hundred (100) days after an agreement is signed.

9. INSURANCE

Contractor, and any of its approved subcontractors, must procure and maintain in full force and effect during the term of any agreement with Alexander County, or the renewal of any agreement with Alexander County, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto and incorporated herein by reference.

In the event contractor, or any of its approved subcontractors, fails to maintain insurance as outlined herein, Alexander County may, at its option, obtain the required insurance at the expense of the contractor.

10. PROPOSAL CONDITIONS

10.1 Submission of a proposal indicates explicit acceptance by the contractor of the terms and conditions contained in this Request for Proposal and any attachments hereto. Alexander County reserves the right to reject, without prejudice or explanation, any or all proposals. Alexander County reserves the right to waive informalities or to amend the specifications of this Request for Proposal and request new proposals at any time prior to the award of a contract. All decisions of Alexander County shall be final and binding.

The contractor shall supply the following:

- A single point of contact through proposal acceptance. Alexander County will communicate solely through this contact regarding all issues relating to the proposal through acceptance.
- A single Project Manager, after acceptance, dedicated and available for the entire duration of the project.

11. AWARD

Alexander County reserves the right to award a contract, based on initial proposals received from contractors, without discussion and without conducting further negotiations. Alexander County may also, in its sole discretion, initiate further discussions with contractors that it deems to fall within a competitive range. Award shall be made to the lowest responsive, responsible bidder unless otherwise specified. Alexander County shall not be deemed to have finally selected a contractor until a contract has been successfully negotiated and signed by both parties.

12. NON-DISCLOSURE OF INFORMATION

Contractor and its agents shall treat all data and information associated with this Request for Proposal, including, without limitation, the Request for Proposal, all reports, recommendations, specifications and other data as confidential. Contractor and its agents shall not disclose or communicate any information to a third party or use such information in advertising, propaganda and/or in another job or jobs, unless prior written consent is obtained from Alexander County.

13. NORTH CAROLINA PUBLIC RECORDS

All proposals received by Alexander County shall be considered public information subject to lawful disclosure under North Carolina Public Records Law. Any proposal material deemed by the contractor to constitute either proprietary or trade secret material shall be designated as such, and each page or section of a page containing such material shall be so marked by the contractor. In addition, it shall be the sole responsibility of the contractor to demonstrate to a court of competent jurisdiction that their designation is proper. Alexander County shall not make public any material determined by a court of competent jurisdiction to be proprietary or trade secret. Contractor hereby agrees to indemnify and hold Alexander County harmless from any and all claims, suits, damages, penalties or expenses arising out of contractor's proprietary or trade secret designation.

14. ADDITIONAL SERVICES

Alexander County reserves the right to negotiate additional services with contractor at any time after the initial contract award.

15. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS OR LIABILITY

If applicable, the contractor, and any subcontractors, acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of a contract in connection with this Request for Proposal, absent the express written consent by the Federal Government, the Federal Government is not a party to this proposal or any subsequent agreement and shall not be subject to any obligations or liabilities to the contractor, or any other party (whether or not a party to this proposal or subsequent agreement) pertaining to any matter resulting from the proposal or subsequent agreement. It is further agreed that this clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

16. FEDERAL UNIFORM GUIDANCE

If funding for this procurement is from a federal source, whether in whole or in part, the following provisions also apply, pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200,

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Clean Air Act (42 U.S.C. 7401-7671q)

Debarment and Suspension (Executive Orders 12549 and 12689)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Procurement of Recovered Materials (2 C.F.R. § 200.322)

17. CERTIFICATION

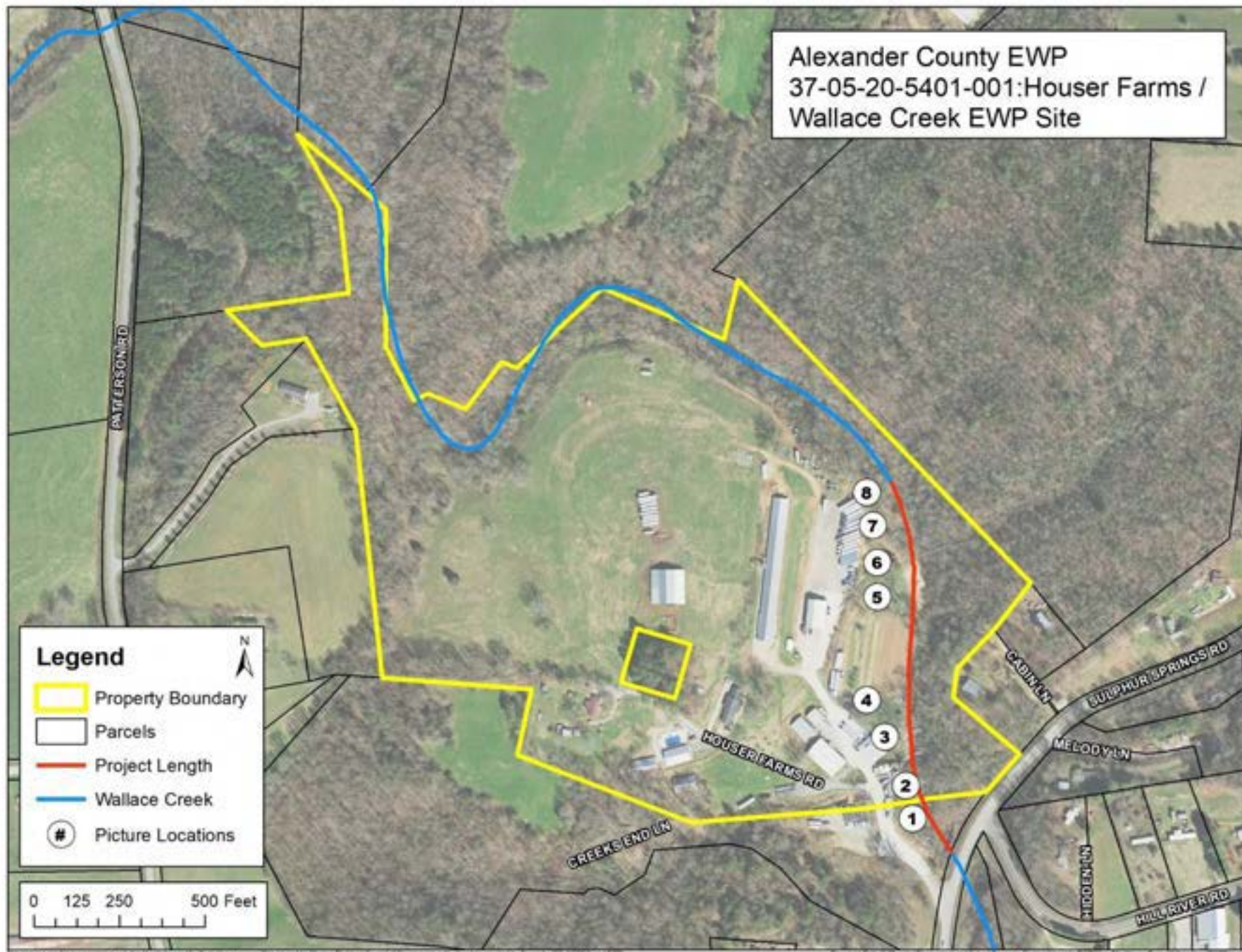
Contractor hereby certifies that it has carefully examined this Request for Proposal and all attachments hereto, that it understands and accepts all terms and conditions and the scope of work, and that it has knowledge and expertise to complete the project. By submitting a proposal, contractor certifies that its proposal is in all respects fair and without collusion or fraud.

Alexander County EWP
37-05-20-5401-001:Houser Farms /
Wallace Creek EWP Site

Legend

-  Property Boundary
-  Parcels
-  Project Length
-  Wallace Creek
-  Picture Locations

0 125 250 500 Feet





Alexander County EWP

37-05-20-5041-001:
Houser Farms/Wallace
Creek EWP site

Picture #1—Looking
Southeast on property.



Alexander County EWP

37-05-20-5041-001:
Houser Farms/Wallace
Creek EWP site

Picture #2—Looking
East on property.



Alexander County EWP

37-05-20-5041-001:
Houser Farms/Wallace
Creek EWP site

Picture #3—Looking
East on property.



Alexander County EWP

37-05-20-5041-001:
Houser Farms/Wallace
Creek EWP site

Picture #4—Looking
East on property.



Alexander County EWP

37-05-20-5041-001:
Houser Farms/Wallace
Creek EWP site

Picture #5—Looking
East on property.



Alexander County EWP

37-05-20-5041-001:
Houser Farms/Wallace
Creek EWP site

Picture #6—Looking
Southeast on property.



Alexander County EWP

37-05-20-5041-001:
Houser Farms/Wallace
Creek EWP site

Picture #7—Looking
East on property.

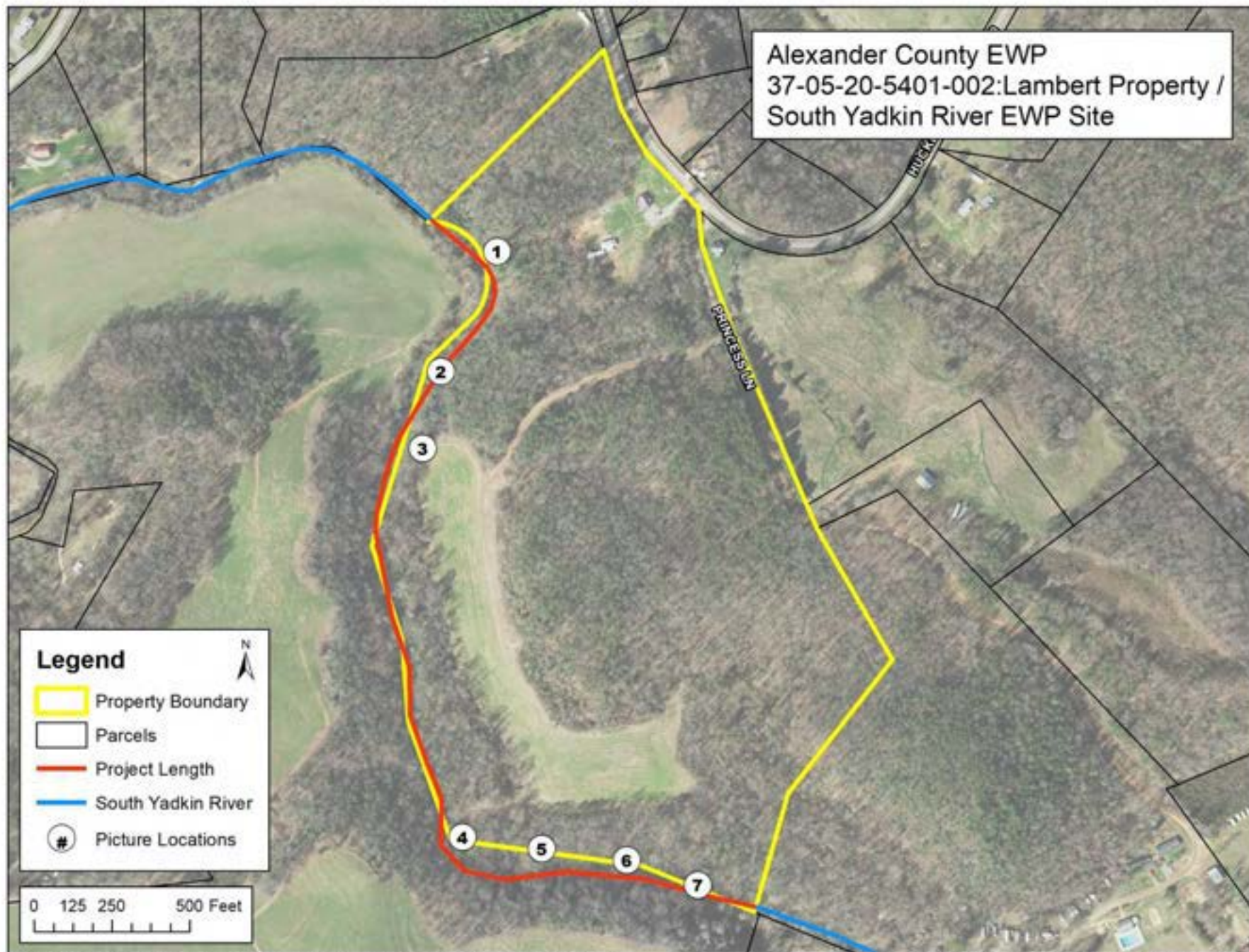


Alexander County EWP

37-05-20-5041-001:
Houser Farms/Wallace
Creek EWP site

Picture #8—Looking
Northeast on property.

Alexander County EWP
37-05-20-5401-002:Lambert Property /
South Yadkin River EWP Site





Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #1a—Looking
Northwest on
property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #1b—Looking
Northwest on
property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #2—Looking
Southeast at Lambert
property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #3a—Looking
South on property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #3b—Looking
North on property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #4a—Looking
Southeast on property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #4b—Looking
North on property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #5a—Looking
Southeast on property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #5b—Looking
Northwest on
property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #6a—Looking
Southeast on property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #6b—Looking
further Southeast on
property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #7a—Looking
Southeast on property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #7b—Looking
Northwest on
property.



Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #7c—Looking
South on property.

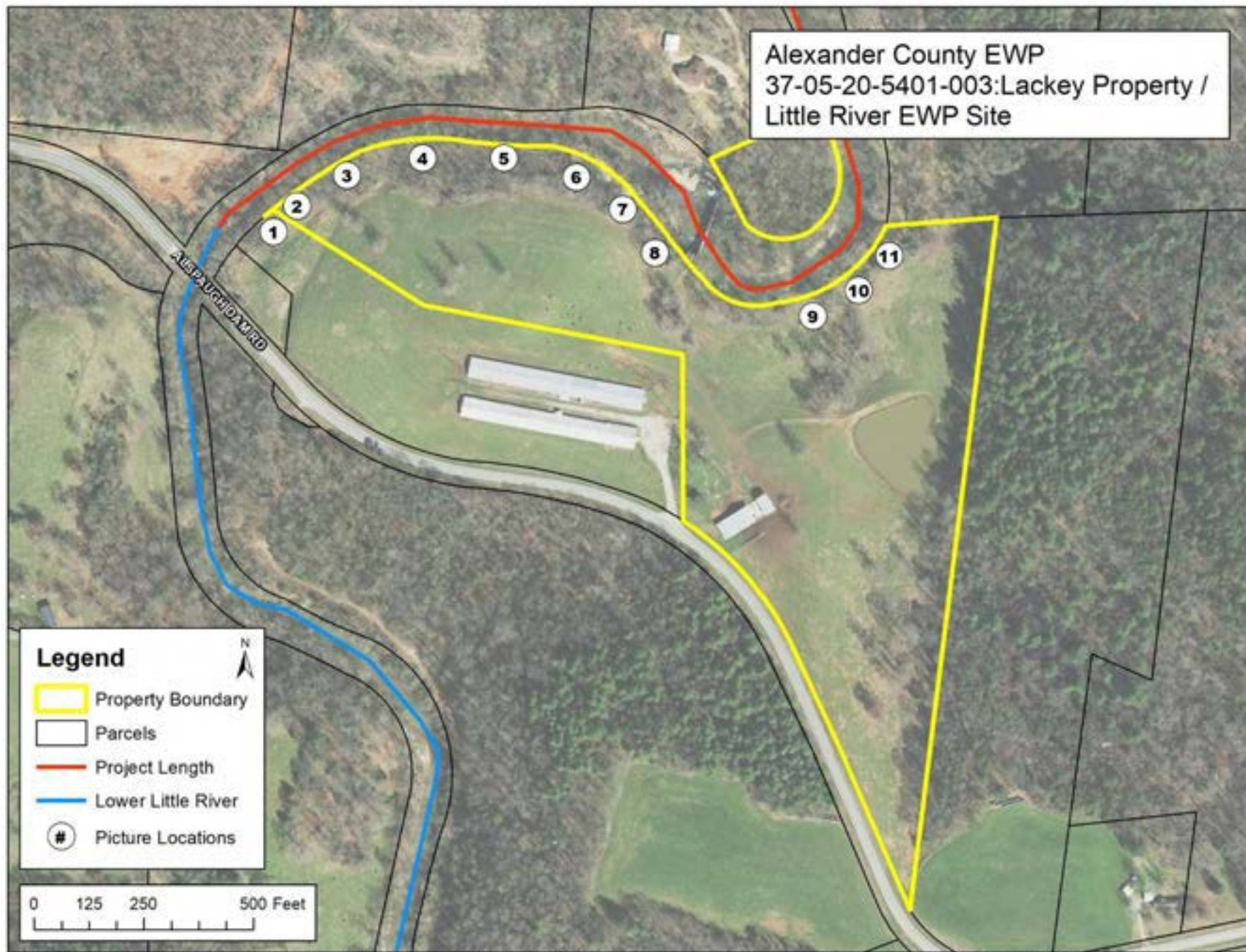


Alexander County EWP

37-05-20-5041-002:
Lambert/South Yadkin
River EWP site

Picture #8—Dwarf
flowered heartleaf
found on property.

Alexander County EWP
37-05-20-5401-003:Lackey Property /
Little River EWP Site





Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #1—Looking
Northwest on
property.



Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #2—Looking
Southeast on property.



Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #3—Looking
Northwest on
property.



Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #4—Looking
Northeast on property.



Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #5—Looking
Northwest on
property.



Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #6—Looking
Northeast on property.



Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #7—Looking
Northeast on property.



Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #8—Looking
Northeast on property.



Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #9—Looking
Northwest on
property.



Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #10—Looking
North on property.



Alexander County EWP

37-05-20-5041-003:
Lackey Property/Lower
Little River EWP site

Picture #11—Looking
North on property.